

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BAO CHENG FU, GUANG LI ZHANG, ZHONG QI :  
LIN, INDIVIDUALLY AND ON BEHALF OF ALL :  
OTHER EMPLOYEES SIMILARLY SITUATED :

15-CV-4549

PLAINTIFF,

-AGAINST-

MEE MAY CORP. D/B/A MEE NOODLE SHOP :  
& GRILL, JIANG QING CHEN, KUANG CHI WU, :  
JOHN (first name unknown) WU, John Doe and Jane Doe :  
# 1-10 :

Defendants.

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**AMENDMENT OF SETTLEMENT AGREEMENT AND RELEASE PURSUANT TO  
SECTION 8 OF THE AGREEMENT**

Pursuant to Section 8 of the Settlement Agreement and Release for the above case that was fully executed on July 8, 2016 (“Agreement”), Plaintiffs Bao Cheng Fu, Guang Li Zhang, and Zhong Qi Lin (collectively “Plaintiffs”), by and through their attorney, Hang & Associates, PLLC, and Defendants Mee May Corp. d/b/a/ Mee Noodle Shop & Grill, Jiang Qing Chen, Kuang Chi Wu, and “John” Wu (collectively, “Defendants”), by and through their attorney, Xue & Associates, P.C., hereby agree upon the following revisions to the Agreement.

1. The entirety of Section 1.1 of the Agreement shall be replaced with the following:

1.1 In consideration for Plaintiffs signing this Agreement and in full satisfaction of all *wage-and-hour claims arising from the events as alleged in the Litigation* that Plaintiffs may have against Defendants, its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns and the current and former owners, employees, officers, directors and agents thereof (collectively “Releasees”), Defendants agree to pay to Plaintiffs upon the full execution of this Settlement Agreement, the total sum of **Twenty Four Thousand Dollars and No Cents (\$24,000.00)** (“the Settlement Sum”). Such payment shall be sent to Plaintiffs’ counsel, Hang & Associates, PLLC, 136-18 39<sup>th</sup> Avenue, Suite 1003, Flushing, New York 11354, and the checks shall be payable as follows on or before the date indicated below. However, it is understood that,

if the Court has not approved this Settlement Agreement by the payment date listed below, Plaintiffs' counsel shall hold the checks in escrow and not deposit the checks until such Court approval is granted. If the Court does not approve this Settlement Agreement, Plaintiffs' counsel is to immediately return the Settlement Sum that Plaintiffs' counsel has already received as part of this Settlement Agreement.

- “(i) Upon the full execution of this Settlement Agreement (sum of twenty-four thousand dollars and no cents (\$24,000.00)):
1. One check payable to Bao Cheng Fu in the amount of \$7,616.00
  2. One check payable to Guang Li Zhang in the amount of \$3,822.00
  3. One check payable to Zhong Qi Lin in the amount of \$2,562.00
  4. One check payable to Hang & Associates, PLLC in the amount of \$10,000.00”

2. The entirety of Section 3 of the Agreement shall be replaced with the following:

“3. **Release of Claims to Be Brought in Class or Collective Action.** Plaintiffs waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a *wage-and hour claims arising from the events alleged in the Litigation*, in which Defendants or any other Releasees identified in this Agreement is a party.”

3. The second and last paragraph of Section 4 of the Agreement shall be deleted in its entirety.

4. The entirety of Section 6 of the Agreement shall be replaced with the following:

“6. **Non-Disparagement.** Plaintiffs agree not to defame, disparage, or demean Defendants in any manner whatsoever, including, without limitation, comments or statements of any kind, *except for truthful comments or statements about Plaintiffs' experience litigating their case*, which are harmful to the reputation of Defendants, including any comments or statements to the press or online on Facebook, MySpace, Twitter, or any other online and/or social networking website. Should Plaintiffs breach this non-disparagement provision and Defendants are required to institute legal proceedings to enforce any of the provisions of this Paragraph, Plaintiffs agree to pay Defendants' reasonable attorneys' fees and costs in connection with doing so, along with monetary damages in an amount to be determined by a court if such breach is established by Defendants in a court of competent jurisdiction and Defendants is the prevailing party.

Defendants agree not to defame, disparage, or demean Plaintiffs in any manner whatsoever, including, without limitation, comments or statements of any kind whatsoever which are harmful to the reputation of Defendants, including any comments or statements to the press or online on Facebook, MySpace, Twitter, or any other online and/or social networking website. Should Defendants breach this non-disparagement provision and Plaintiffs are required to institute legal proceedings to enforce any of the provisions of this Paragraph, Defendants agree to pay Plaintiffs' reasonable attorneys'

fees and costs in connection with doing so, along with monetary damages in an amount to be determined by a court if such breach is established by Plaintiffs in a court of competent jurisdiction and Plaintiffs is the prevailing party.”

Date: September 25, 2017

HANG & ASSOCIATES, PLLC

/s/

Jian Hang, Esq.

136-18 39<sup>th</sup> Ave. #1003

Flushing, NY 11354

T: 718-353-8588

*Attorneys for Plaintiff*

XUE & ASSOCIATES, P.C.

/s/

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*Attorneys for Defendants*